

David Mincin, Esq.  
Nevada Bar No. 5427  
MINCIN LAW, PLLC  
528 S. Casino Center, #325  
Las Vegas, Nevada 89101  
dmincin@lawlasvegas.com  
Phone: 702-589-9881  
Fax: 702-589-9882  
*Attorney for Debtor/Defendant*

**UNITED STATES BANKRUPTCY COURT**

**DISTRICT OF NEVADA**

Re: JAVIER MEDINA,

Debtor.

Case No.: BK-S-10-33712-MKN

Chapter: 7

JAVIER MEDINA,

Plaintiff,

Adversary Case No.: BK-S-15-01175-MKN

Hearing Date: July 18, 2016

Hearing Time: 1:30 p.m.

vs.

NATIONAL COLLEGIATE STUDENT  
LOAN TRUST 2004-2; NATIONAL  
COLLEGIATE STUDENT LOAN TRUST  
2005-2; NATIONAL COLLEGIATE  
STUDENT LOAN TRUST 2005-3; and  
NATIONAL COLLEGIATE STUDENT  
LOAN TRUST 2006-3, Delaware Statutory  
Trust (s).

Defendants.

**PLAINTIFF'S STATEMENT OF DISPUTED FACTS**

Plaintiff objects to Defendants statement of undisputed fact No. 2 as follows: the offered evidence is inadmissible and objected to as hearsay, lacks foundation, and violates the best evidence rule. Defendants must produce proper documentary evidence to demonstrate the loans fall under 11 USC 523 (a) (8). Further, Plaintiff's Exhibit A demonstrates that the Department of Education audit found the school programs at issue to be ineligible.

Plaintiff does not object to statement of undisputed fact No. 3 but avers that he never received any contact or communications requesting payment until he was suddenly sued in

1 state court in 2015. Exhibit D further show that he had to affirmatively track this lender down  
2 in 2014 and further show his objective, good faith belief that these 16 year old loans were  
3 discharged in this case.

4 Plaintiff does not object to statement of undisputed facts No. 4 thru 7 but avers this is  
5 irrelevant to the fact that forcing Plaintiff to pay \$2,800 per month to satisfy the approximate  
6 \$265,000 Defendants allege is owed would cause undue hardship (Exhibit C).

7 Plaintiff also offers the following statements of fact from Exhibit B.

8 **INTERROGATORY NO. 21:**

9 Describe and identify all facts supporting your allegation in ¶ 13 of the Complaint that  
10 the loans “were not used solely for educational purposes.”

11 **ANSWER TO INTERROGATORY NO. 21:**

12 To the best of his recollection, federally guaranteed student loans were taken out  
13 concurrently with the loans at issue in this case which loans were in fact used to pay  
14 tuition and which loans are under hardship repayment plan. The loans at issue were  
15 not used to pay tuition and instead were disbursed to Medina with no restrictions on  
16 their use. To the best of recollection, the loans were used for living expenses and  
17 other non educational purposes. see also List of Witnesses and documents provided  
18 concurrently. ee attachments.

19 **INTERROGATORY NO. 22:**

20 Describe and identify all facts supporting your allegation in ¶ 14 of the Complaint that  
21 “the underlying school which provided the course work was not properly certified  
22 and/or the programs in which Medina enrolled were not properly certified.”

23 **ANSWER TO INTERROGATORY NO. 22:**

24 Medina has never received or seen any evidence that the programs he attended were  
25 certified. In addition, see List of Witnesses and documents provided concurrently  
26 which provide various articles and records that show the programs Medina attended  
27 were not properly certified.

28 **INTERROGATORY NO. 23:**

Describe and identify all facts supporting your allegation in ¶ 15 of the Complaint that  
“the underlying programs purportedly funded by the loans were either shams, or as  
applied to Medina, was a sham, as Medina was not given a legitimate opportunity to  
complete his program of instruction and thereby become qualified to earn an income  
as a licensed aviator.”

**ANSWER TO INTERROGATORY NO. 23:**

See above answers. In addition, the school gave preference to international students (blocking time to fly with instructors frequently, minimizing instructors hours to instruct domestic students) which Medina is informed and believes paid cash and/ or higher tuition rates. Regardless, the school failed and refused to give Medina sufficient opportunities to earn flight time which made it impossible to obtain a proper degree, licensing or meaningful employment. see List of Witnesses and documents provided concurrently.

DATED this 15<sup>th</sup> day of July, 2016.

MINCIN LAW, PLLC

By: /s/ David Mincin

David Mincin, Esq.  
Nevada State Bar No. 5427  
528 S. Casino Center, #325  
Las Vegas, Nevada 89101  
*Attorney for Debtor/Defendant*

**CERTIFICATE OF SERVICE**

Pursuant to Fed.R.Bank.P. 2002 and LR 2002, I certify that I am an employee of Mincin Law, PLLC, and on the 15<sup>th</sup> day of July, 2016, service of a true and correct copy of the PLAINTIFF'S STATEMENT OF DISPUTED FACTS was made by:

☒ **ECF SERVICE:** That service was made by electronic transmission through the ECF filing system of the U.S. Bankruptcy Court, District of Nevada to the parties as listed below: and/or

SHANNON G SPLAINE on behalf of Defendant NATIONAL COLLEGIATE STUDENT LOAN TRUST 2004-2; NATIONAL COLLEGIATE STUDENT LOAN TRUST 2005-2; NATIONAL COLLEGIATE STUDENT LOAN TRUST 2005-3; and NATIONAL COLLEGIATE STUDENT LOAN TRUST 2006-3  
ssplaine@lgclawoffice.com, sibarra@lgclawoffice.com

/s/ Carol Burke

An Employee of Mincin Law, PLLC